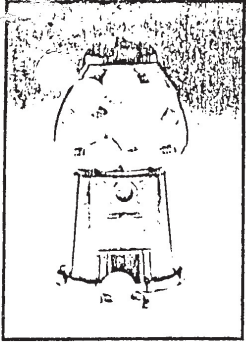


# EXHIBIT C



**HARRISON  
ERICKSON**

The Phillies  
Veterans Stadium  
Broad Street and Pattison Avenue  
Philadelphia, Pennsylvania 19143

Gentlemen:

Upon your signing below under the wording "CONSENTED AND AGREED TO", this will constitute our agreement as follows:

1. We hereby grant to you the exclusive rights throughout all of the territories of the world for the term of this agreement only, to make reproductions of our copyrighted character presently known as "Phillie Phanatic" the subject of the agreement between us dated March 17, 1978, in and as part of various souvenir items such as keychains, decals, tee-shirts and dolls. (All such items are hereinafter collectively referred to as the "Licensed Articles")

2. As an express condition precedent to your right to make reproductions, each proposed Licensed Article shall be submitted to us in the form in which you intend to manufacture it. For a period of ten working days following receipt by us of each proposed Licensed Article, we shall have the right in our sole discretion to determine whether the proposed reproduction satisfies our personal quality standards. You shall not manufacture any Licensed Article of any kind unless (a) you have first submitted to us the proposed Licensed Article and (b) we do not object to the quality within the ten working day period. Any subsequent modifications must first be approved by us in the same manner, before you incorporate the changes in the Licensed Article. Our approval of any proposed reproduction or modification shall not be unreasonably withheld.

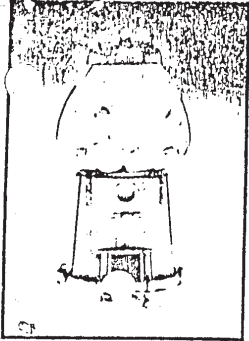
95 FIFTH AVENUE  
NEW YORK, N.Y. 10003  
212-929-5700

*16" PLUSH 27*

*8/28*

*PINK TONGUE*

*July 19, 1978*



**HARRISON  
ERICKSON**

The Phillies  
Page Two

3. Copies of all Licensed Articles made by you, or presently in your possession or control, shall bear copyright notice in our name in the proper location as follows:

"©1978 Harrison Erickson."

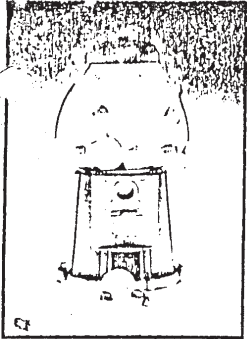
4. You shall maintain accurate books and records evidencing all of your transactions in the manufacture and sale or other distribution of all Licensed Articles. Promptly after the commencement of manufacture, you shall supply us with 5 complete copies of each Licensed Article from the first quantity manufactured by or for you.

5. You shall make the following payments to us for the right to make reproductions granted hereunder:

(a) The sum of \$5,000.00 upon execution of this agreement, and on or before July 15 of each calendar year during the term of this agreement, as an advance against all royalties otherwise payable to us pursuant to subdivision (b), infra, but which shall constitute annual minimum guaranteed compensation hereunder and is not returnable in any event.

(b) Subject to the provisions of subdivision (a), supra, royalties in a sum equal to 7% of either (i) the total cost of manufacture of each Licensed Article, or (ii) the retail selling price thereof, whichever is greater, on or before August 1 for the period ended July 15 of each year of the term of this agreement; provided, however, that no royalties shall be payable for decals and brochures distributed by you free of charge. Each of the payments referred to in this subdivision (b) shall be accompanied by a statement under oath identifying for the annual period, the Licensed Article, the total quantity manufactured, the total quantity sold, the selling price and the manufacturing cost.

95 FIFTH AVENUE  
NEW YORK, N.Y. 10003  
212 279 5700



**HARRISON  
ERICKSON**

The Phillies  
Page Three

6. Except as expressly authorized herein, and in our agreement dated March 17, 1978, you shall have no right to make any use of the Phillie Phanatic character.

7. The term of this agreement shall commence as of July 16, 1978, and shall continue through July 15, 1981. This agreement shall be automatically renewed from year to year thereafter unless either party, by written notice thirty days prior to the expiration of any one-year period, terminates the same by mailing written notice to such effect to the other party.

8. This agreement shall be construed and interpreted in accordance with the laws of the State of New York.

9. This writing constitutes the entire understanding between us, and none of the provisions herein contained shall be waived, modified or otherwise altered or discharged except by an instrument in writing signed by both of us.

10. Your signature, where indicated below, together with ours, shall constitute this a valid and binding agreement between us.

Dated: New York, New York  
As of July 15, 1978

HARRISON ERICKSON

By 

CONSENTED AND AGREED TO:  
THE PHILLIES

By 

95 FIFTH AVENUE  
NEW YORK, N.Y. 10003  
212-929-5700